

# **The State of Iowa**

Long Term Disability Coverage

**Prudential**  **Financial**

# Benefit Highlights

## LONG TERM DISABILITY PLAN

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This long term disability plan provides financial protection for you by paying a portion of your income while you have a long period of disability. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled. Benefits start after the elimination period.

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**Program Date:** January 1, 2003

**Contract Holder:** THE STATE OF IOWA

**Group Contract  
Number:** G-41626-IA

**Covered Classes:** All Employees as follows:

- All Employees who are covered by the United Electrical/Iowa United Professional Collective Bargaining Agreement.
- All Employees who are Members of the General Assembly, AFSCME Union Employees and Part-time Employees of the General Assembly even when the legislative session is out. In no event will Members of the General Assembly be included in a Covered Class if they have reached

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the January 31st coinciding with or next following the date of completion of tenure.

In no event will a Covered Class include employees of (a) University of Iowa, (b) Iowa State University, (c) University of Northern Iowa, (d) Board of Regents, (e) Iowa Braille and Sight Saving School, (f) School for the Deaf, (g) patients working at a State Hospital, or (h) State Employees who have agreed to participate in another Disability Program through a Collective Bargaining Agreement.

**Minimum Hours Requirement:**

Full-time Employees must be working at least 30 hours per week.  
Part-time General Assembly Employees must be working at least the minimum number of hours required during the term of the Legislative Session.

**Employment Waiting Period:**

You must work for your Employer for one month before you become eligible for the plan. Your coverage will begin on the first of the month following one month of continuous service.

General Assembly Members: coverage begins the January 1<sup>st</sup> following the date

of election.

If you are eligible on the effective date there is no waiting period.

**Elimination Period:** The longer of 90 working days and the length of time for which you receive loss of time benefits, salary continuation or accumulated sick leave.

**Benefits begin the day after the Elimination Period is completed.**

**Monthly Benefit:** According to your length of service with the Employer:

<b>Length of Service</b>	<b>% of Your Monthly Earnings</b>
Less than one year	20% but not more than \$667.
One year but less than two years	40% but not more than \$1,333.
Two years or more	60% but not more than \$2,000.

Your benefit may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered or may be limited under this coverage.

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**Maximum Period  
of Benefits:**

<b>Your Age On Date Disability Begins</b>	<b>Your Maximum Benefit Duration</b>
Under age 61	To your normal retirement age*, but not less than 60 months
Age 61-69	5 years, but not beyond age 70
Age 69 and over	12 months
	<b>*Your normal retirement age is your retirement age under the Social Security Act where retirement age depends on your year of birth.</b>
	No contributions are required for your coverage while you are receiving payments under this plan.
<b>Cost of Coverage:</b>	With respect to all Employees other than Part-time General Assembly Employees, the long term disability plan is provided to you on a non-contributory basis. The entire cost of your coverage under the plan is being paid by your Employer. With respect to Part-time General Assembly Employees, the long term disability plan is provided on a contributory basis. You will be informed of the amount of your contribution when you enroll.

**The above items are only highlights of your coverage. For a full description please read this entire Group Insurance Certificate.**

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**The Prudential Insurance Company of America**

# **Certificate of Coverage**

The Prudential Insurance Company of America (referred to as Prudential) welcomes you to the plan.

This is your Certificate of Coverage as long as you are eligible for coverage and you meet the requirements for becoming insured. You will want to read this certificate and keep it in a safe place.

Prudential has written this certificate in booklet format to be understandable to you. If you should have any questions about the content or provisions, please consult Prudential's claims paying office. Prudential will assist you in any way to help you understand your benefits.

The benefits described in this Certificate of Coverage are subject in every way to the entire Group Contract which includes this Group Insurance Certificate.

## **Prudential's Address**

The Prudential Insurance Company of America  
290 West Mount Pleasant Avenue  
Livingston, New Jersey 07039

Phone Number: 1-800-842-1718



# General Provisions

## What Is the Certificate?

This certificate is a written document prepared by Prudential which tells you:

- the coverage to which you may be entitled;
- to whom Prudential will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

## General Definitions used throughout this certificate include:

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***You*** means a person who is eligible for Prudential coverage.

***We, us, and our*** means The Prudential Insurance Company of America.

***Employee*** means a person who is in active employment with the Employer for the minimum hours requirement.

***Insured*** means any person covered under a coverage.

***Plan*** means a line of coverage under the Group Contract.

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## When Are You Eligible for Coverage?

If you are working for your Employer in a covered class, the date you are eligible for coverage is the later of:

- the plan's program date; and
- the day after you complete your ***employment waiting period***.

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***Employment waiting period*** means the continuous period of time that you must be in a covered class before you are eligible for coverage under a plan. The period must be agreed upon by the Employer and Prudential.

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## When Does Your Coverage Begin?

When your Employer pays the entire cost of your coverage under a plan, you will be covered at 12:01 a.m. on the date you are eligible for coverage, provided you are in ***active employment*** on that date.

When you pay the cost of your coverage under a plan, you will be covered at 12:01 a.m. on the latest of:

- the date you are eligible for coverage, if you apply for insurance on or before that date;
- the date you apply for insurance, if you apply within 31 days after your eligibility date; or
- the date Prudential approves your application, if ***evidence of insurability*** is required.

Evidence of insurability is required if you:

- are a late applicant, which means you apply for coverage more than 31 days after the date you are eligible for coverage; or
- voluntarily canceled your coverage and are reapplying; or
- apply after any of your coverage ended because you did not pay a required contribution; or
- have not met a previous evidence requirement to become insured under any plan the Employer has with Prudential.

An evidence of insurability form can be obtained from your Employer.

**Active employment** means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. Full-time Employees must be working at least 30 hours per week. Part-time General Assembly Employees must be working at least the minimum number of hours required during the term of the Legislative Session.

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Your worksite must be:

- your Employer's usual place of business;
  - an alternate work site at the direction of your Employer other than your home unless clear specific expectations and duties are documented; or
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- a location to which your job requires you to travel.

Normal vacation is considered active employment.

Temporary and seasonal workers are excluded from coverage.

Individuals whose employment status is being continued under a severance or termination agreement will not be considered in active employment.

***Evidence of insurability*** means a statement of your medical history which Prudential will use to determine if you are approved for coverage. Evidence of insurability will be provided at your own expense.

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### **What If You Are Absent from Work on the Date Your Coverage Would Normally Begin?**

If you are absent from work due to injury, sickness, temporary layoff or leave of absence your coverage will begin on the date you return to active employment.

### **Once Your Coverage Begins, What Happens If You Are Temporarily Not Working?**

If you are on a temporary **layoff**, and if premium is paid, you will be covered to the end of the month following the month in which your temporary layoff begins.

If you are on a **leave of absence**, and if premium is paid, you will be covered to the end of the month following the month in which your leave of absence begins.

With respect to leave under the federal Family and Medical Leave Act of 1993 (FMLA) or similar state law, continuation of coverage under the plan during such leave will be governed by your Employer's policies regarding continuation of such coverage for non-FMLA leave purposes and any applicable law. Continuation of such coverage pursuant to this provision is contingent upon Prudential's timely receipt of premium payments and written confirmation of your FMLA leave by your Employer.

If you are working less than 30 hours per week, or if you are a Part-time General Assembly Employee and are working less than the minimum number of hours required during the term of the Legislative Session, for reasons other than disability, and if premium is paid, you will be covered to the end of the month following the month in which your reduced hours begin.

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***Layoff or leave of absence*** means you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by your Employer, other than for reasons in connection with any severance or termination agreement. Your normal vacation time, any period of disability or FMLA leave is not considered a temporary layoff.

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### **When Will Changes to Your Coverage Take Effect?**

Once your coverage begins, any increased or additional coverage will take effect immediately upon the effective date of the change, if you are in active employment or if you are on a covered layoff or leave of absence. If you are not in active employment due to injury or sickness, any increased or

additional coverage will begin on the date you return to active employment. An increase in your long term disability coverage may be subject to a pre-existing condition limitation as described in the plan. Any decrease in coverage will take effect immediately upon the effective date of the change. Neither an increase nor a decrease in coverage will affect a ***payable claim*** that occurs prior to the increase or decrease.

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***Payable claim*** means a claim for which Prudential is liable under the terms of the Group Contract.

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### **When Does Your Coverage End?**

Your coverage under the Group Contract or a plan ends on the earliest of:

- the date the Group Contract or a plan is canceled;
- the date you are no longer a member of the covered classes;
- the date your covered class is no longer covered;
- the last day of the period for which you made any required contributions;
- the last day of the month following your termination of active employment except as provided under the temporary absence from work provisions; or
- the date you are no longer in active employment due to a disability that is not covered under the plan.

**Does the Coverage under a Plan Replace or Affect any Workers' Compensation or State Disability Insurance?**

The coverage under a plan does not replace or affect the requirements for coverage by workers' compensation or state disability insurance.

**Does Your Employer Act as Prudential's Agent?**

For purposes of the Group Contract, your Employer acts on its own behalf. Under no circumstances will your Employer be deemed the agent of Prudential.

**Does This Certificate Address Any Rights to Other Benefits or Affect Your Employment with Your Employer?**

This certificate sets forth only the terms and conditions for coverage and receipt of benefits for Long Term Disability. It does not address and does not confer any rights, or take away any rights, if any, to other benefits or employment with your Employer. Your rights, if any, to other benefits or employment are solely determined by your Employer. Prudential plays no role in determining, interpreting, or applying any such rights that may or may not exist.

**How Can Statements Made in Your Application for this Coverage be Used?**

Prudential considers any statements you or your Employer make in a signed application for coverage a representation and not a warranty. If any of the statements you or your Employer make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

If a statement is used in a contest, a copy of that statement will be furnished to you or, in the event of your death or incapacity, to your eligible survivor or personal representative.

A statement will not be contested after the amount of insurance has been in force, before the contest, for at least two years during your lifetime.

We will use only statements made in a signed application as a basis for doing this.

If the Employer gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make a fair adjustment of the premium.



# **Long Term Disability Coverage**

## **GENERAL INFORMATION**

### **Who Is in the Covered Class(es) for the Insurance?**

The Covered Classes are:

All Employees as follows:

- All Employees who are covered by the United Electrical/Iowa United Professional Collective Bargaining Agreement.
- All Employees who are Members of the General Assembly, AFSCME Union Employees and Part-time Employees of the General Assembly even when the legislative session is out. In no event will Members of the General Assembly be included in a Covered Class if they have reached the January 31<sup>st</sup> coinciding with or next following the date of completion of tenure.

In no event will a Covered Class include employees of (a) University of Iowa, (b) Iowa State University, (c) University of Northern Iowa, (d) Board of Regents, (e) Iowa Braille and Sight Saving School, (f) School for the Deaf, (g) patients working at a State Hospital, or (h) State Employees who have agreed to participate in another Disability Program through a Collective Bargaining Agreement.

### **How Many Hours Must You Work to be Eligible for Coverage?**

Full-time Employees must be working at least 30 hours per week.

Part-time General Assembly Employees must be working at least the minimum number of hours required during the term of the Legislative Session.

### **What Is Your Employment Waiting Period?**

General Assembly Members: Coverage begins the January 1<sup>st</sup> following the date of election.

All other employees: You must work for your Employer for one month before you become eligible for the plan. Your coverage will begin on the first of the month following one month of continuous service.

### **Who Pays for Your Coverage?**

For all Employees other than Part-time Employees of the General Assembly, the long term disability plan is provided to you on a non-contributory basis. The entire cost of your coverage under the plan is being paid by your Employer.

For Part-time Employees of the General Assembly, the long term disability plan is provided to you on a contributory basis. You will be informed of the amount of your contribution when you enroll.

# Long Term Disability Coverage

## BENEFIT INFORMATION

### How Does Prudential Define Disability?

You are disabled when Prudential determines that:

- you are unable to perform the **material and substantial duties** of your **regular occupation** due to your **sickness** or **injury**; and
- you have a 20% or more loss in your **indexed monthly earnings** due to that **sickness** or **injury**.

After 12 months of disability, including the Elimination Period, you are disabled when Prudential determines that due to the same sickness or injury, you are unable to perform the duties of any **gainful occupation** for which you are reasonably fitted by education, training or experience.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

We may require you to be examined by doctors, other medical practitioners or vocational experts of our choice. Prudential will pay for these examinations. We can require examinations as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Prudential Representative. Refusal to be examined or interviewed may result in denial or termination of your claim.

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**Material and substantial duties** means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, Prudential will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

**Regular occupation** means the occupation you are routinely performing when your disability begins. Prudential will look at your occupation as it is normally performed instead of how the work tasks are performed for a specific employer or at a specific location.

**Gainful occupation** means an occupation, including self employment, that is or can be expected to provide you with an income equal to at least:

20% of your indexed monthly earnings if you have less than one year of service  
40% of your indexed monthly earnings if you have one but less than two years of service  
60% of your indexed monthly earnings if you have two or more years of service

within 12 months of your return to work.

**Sickness** means any disorder of your body or mind, but not an injury; pregnancy including abortion, miscarriage or childbirth. Disability must begin while you are covered under the plan.

***Injury*** means a bodily injury that is the direct result of an accident and not related to any other cause. Injury which occurs before you are covered under the plan will be treated as a sickness. Disability must begin while you are covered under the plan.

***Indexed monthly earnings*** means your monthly earnings as adjusted on each July 1 provided you were disabled for all of the 12 months before that date. Your monthly earnings will be adjusted on that date by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your indexed monthly earnings may increase or remain the same, but will never decrease.

The Consumer Price Index (CPI-W) is published by the U.S. Department of Labor. Prudential reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-W.

Indexing is only used to determine your percentage of lost earnings while you are disabled and working.

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### **How Long Must You Be Disabled Before Your Benefits Begin?**

You must be continuously disabled through your ***elimination period***. Prudential will treat your disability as continuous if your disability stops for 30 days or less during the elimination period. The days that you are not disabled will not count toward your elimination period.

Your elimination period is the longer of 90 working days and the length of time for which you receive loss of time benefits, salary continuation or accumulated sick leave.

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***Elimination period*** means a period of continuous disability which must be satisfied before you are eligible to receive benefits from Prudential.

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### **Can You Satisfy Your Elimination Period If You Are Working?**

Yes, provided you meet the definition of disability.

### **When Will You Begin to Receive Disability Payments?**

You will begin to receive payments when we approve your claim, providing the elimination period has been met. We will send you a payment each month for any period for which Prudential is liable.

### **How Much Will Prudential Pay If You Are Disabled and Not Working?**

We will follow this process to figure out your ***monthly payment***

1. Multiply your monthly earnings by:  
20% if you have less than one year of service  
40% if you have one year but less than two years of service  
60% if you have two or more years of service
2. The maximum ***monthly benefit*** is:  
\$667.00 if you have less than one year of service  
\$1333.00 if you have one year but less than two years of service  
\$2000.00 if you have more than two years of service

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3. Compare the answer in item 1 with the maximum monthly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

That amount figured in item 4 is your monthly payment.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30th of your payment for each day of disability.

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**Monthly payment** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**Monthly benefit** means the total benefit amount for which you are insured under this plan subject to the maximum benefit.

**Gross disability payment** means the benefit amount before Prudential subtracts deductible sources of income and disability earnings.

**Deductible sources of income** means income from deductible sources listed in the plan that you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

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## **What Are Your Monthly Earnings?**

For Full-time Employees, monthly earnings means your regular monthly pay including longevity pay, maintenance, subsistence allowance and shift differential that was in effect on the first day of the calendar month immediately prior to your date of disability.

For Part-time Employees of the General Assembly, monthly earnings means the average of your regular monthly pay including longevity pay, maintenance, subsistence allowance and shift differential received from the Employer during the 12 month period ending prior to the date you became disabled.

In no event will monthly earnings include income received from commissions, food and housing allowance, overtime pay or any other fringe benefit or extra compensation.

## **What Will We Use to Determine Monthly Earnings If You Become Disabled During a Covered Layoff or Leave of Absence?**

If you become disabled while you are on a covered layoff or leave of absence, we will use your monthly earnings from your Employer in effect just prior to the date your absence begins.

## **How Much Will Prudential Pay If You Work While You Are Disabled?**

We will send you the monthly payment if you are disabled and your monthly **disability earnings**, if any, are less than



20% of your indexed monthly earnings due to the same sickness or injury.

If you are disabled and your monthly disability earnings are 20% or more of your indexed monthly earnings, due to the same sickness or injury, Prudential will figure your payment as follows:

During the first 12 months of payments, while working, your monthly payment will not be reduced as long as disability earnings plus the gross disability payment does not exceed 100% of indexed monthly earnings.

1. Add your monthly disability earnings to your gross disability payment.
2. Compare the answer in item 1 to your indexed monthly earnings.

If the answer from item 1 is less than or equal to 100% of your indexed monthly earnings, Prudential will not further reduce your monthly payment.

If the answer from item 1 is more than 100% of your indexed monthly earnings, Prudential will subtract the amount over 100% from your monthly payment.

After 12 months of payments, while working, you will receive payments based on the percentage of income you are losing due to your disability.

1. Subtract your disability earnings from your indexed monthly earnings.

2. Divide the answer in item 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply your monthly payment by the answer in item 2.

This is the amount Prudential will pay you each month.

During the first 12 months of disability, if your monthly disability earnings exceed 80% of your indexed monthly earnings, Prudential will stop sending you payments and your claim will end.

Beyond 12 months of disability, if your monthly disability earnings exceed 60% of your indexed monthly earnings, Prudential will stop sending you payments and your claim will end.

Prudential may require you to send proof of your monthly disability earnings on a monthly basis. We will adjust your payment based on your monthly disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records, including copies of your IRS federal income tax return, W-2's and 1099's, which we believe are necessary to substantiate your income.

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***Disability earnings*** means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to your greatest extent possible. This would be, based on your restrictions and limitations:

- During the first 12 months of disability payments, the greatest extent of work you are able to do in your regular occupation, that is reasonably available.
- Beyond 12 months of disability payments, the greatest extent of work you are able to do in any occupation, that is reasonably available, for which you are reasonably fitted by education, training or experience.

Salary continuance paid to supplement your disability earnings will not be considered payment for work performed.

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### **What Happens If Your Disability Earnings Fluctuate?**

If your disability earnings are expected to fluctuate widely from month to month, Prudential may average your disability earnings over the most recent 3 months to determine if your claim should continue subject to all other terms and conditions in the plan.

If Prudential averages your disability earnings, we will terminate your claim if:

- During the first 12 months of disability payments, the average of your disability earnings from the last 3 months exceeds 80% of indexed monthly earnings; or
- Beyond 12 months of disability payments, the average of your disability earnings from the last 3 months exceeds 60% of indexed monthly earnings.

We will not pay you for any month during which disability earnings exceed the above amounts.

## **What Are Deductible Sources of Income?**

Prudential will deduct from your gross disability payment the following deductible sources of income:

1. The amount that you receive or are entitled to receive as loss of time benefits under:
  - (a) a workers' compensation law;
  - (b) an occupational disease law; or
  - (c) any other **act** or **law** with similar intent.
2. The amount that you receive or are entitled to receive as loss of time disability income payments under any:
  - (a) state compulsory benefit act or law;
  - (b) automobile liability insurance policy;
  - (c) other group insurance plan.
  - (d) governmental retirement system as the result of your job with your Employer.
3. The amount that you, your spouse and children receive or are entitled to receive as loss of time disability payments because of your disability under:
  - (a) the United States Social Security Act;
  - (b) the Railroad Retirement Act;
  - (c) the Canada Pension Plan;

(d) the Quebec Pension Plan; or

(e) any similar **plan** or **act**.

Amounts paid to your former spouse or to your children living with such spouse will not be included.

4. The amount that you receive as retirement payments or the amount your spouse and children receive as retirement payments because you are receiving payments under:

(a) the United States Social Security Act;

(b) the Railroad Retirement Act;

(c) the Canada Pension Plan;

(d) the Quebec Pension Plan; or

(e) any similar plan or act.

Benefits paid to your former spouse or to your children living with such spouse will not be included.

5. The amount you receive under the maritime doctrine of maintenance, wages and cure. This includes only the “wages” part of such benefits.
6. The amount that you receive from a partnership, proprietorship or any similar draws.
7. The amount that you receive, due to your disability, from a third party (after subtracting attorney’s fees) by judgment, settlement or otherwise.

With the exception of retirement payments, or amounts that you receive from a partnership, proprietorship or any similar draws, Prudential will only subtract deductible sources of income which are payable as a result of the same disability.

We will not reduce your payment by your Social Security income if your disability begins after age 65 and you were already receiving Social Security retirement payments.

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***Law, plan or act*** means the original enactment of the law, plan or act and all amendments.

***Retirement plan*** means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions.

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### **What Are Not Deductible Sources of Income?**

Prudential will not deduct from your gross disability payment income you receive from, but not limited to, the following sources:

- 401(k) plans;
- profit sharing plans;
- thrift plans;
- tax sheltered annuities;
- stock ownership plans;

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- non-qualified plans of deferred compensation;
- pension plans for partners;
- military pension and disability income plans;
- credit disability insurance;
- franchise disability income plans;
- a retirement plan from another Employer;
- individual retirement accounts (IRA);
- any disability or retirement benefits received from the Iowa Public Employees Retirement System.

### **What Happens When You Receive a Cost of Living Increase from Deductible Sources of Income?**

Once Prudential has subtracted any deductible source of income from your gross disability payment, Prudential will not further reduce your payment due to a cost of living increase from that source.

### **What If Prudential Determines that You May Qualify for Deductible Income Benefits?**

If we determine that you may qualify for benefits under item 1, 2 or 3 in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amount if such benefits have not been awarded.

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However, we will NOT reduce your payment by the estimated amount under item 1, 2 or 3 in the deductible sources of income section if you:

- apply for the benefits;
- appeal any denial to all administrative levels Prudential feels are necessary; and
- sign Prudential's Reimbursement Agreement form. This form states that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or
- that benefits have been denied and all appeals Prudential feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

### **What Happens If You Receive a Lump Sum Payment?**

If you receive a lump sum payment from any deductible source of income, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, we will use a reasonable one.



**How Long Will Prudential Continue to Send You Payments?**

Prudential will send you a payment each month up to the **maximum period of payment**. Your maximum period of payment is:

<b>Your Age on Date Disability Begins</b>	<b>Your Maximum Period of Benefits</b>
Under age 61	To your normal retirement age*, but not less than 60 months.
Age 61-69	5 years, but not beyond age 70
Age 69 and over	12 months

**\*Your normal retirement age is your retirement age under the Social Security Act where retirement age depends on your year of birth.**

We will stop sending you payments and your claim will end on the earliest of the following:

1. During the first 12 months of payments, when you are able to work in your regular occupation on a **part-time basis** but you choose not to; after 12 months of payments, when you are able to work in any gainful occupation on a part-time basis but you choose not to.
2. The end of the maximum period of payment.
3. The date you are no longer disabled under the terms of the plan.
4. The date you fail to submit proof of continuing disability satisfactory to Prudential.

5. The date your disability earnings exceed the amount allowable under the plan.
6. The date you die.
7. The date you decline to participate in a rehabilitation program that Prudential considers appropriate for your situation and that is approved by your doctor.

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***Maximum period of payment*** means the longest period of time Prudential will make payments to you for any one period of disability.

***Part-time basis*** means the ability to work and earn 20% or more of your indexed monthly earnings.

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### **What Disabilities Have a Limited Pay Period Under Your Plan?**

Disabilities which, as determined by Prudential, are due in whole or part to ***mental illness*** have a limited pay period during your lifetime.

The limited pay period for mental illness is 12 months during your lifetime.

Prudential will continue to send you payments for disabilities due in whole or part to mental illness beyond the 12 month period if you meet one or both of these conditions:

1. If you are ***confined*** to a ***hospital or institution*** at the end of the 12 month period, Prudential will continue to send you payments during your ***confinement***.

If you are still disabled when you are discharged, Prudential will send you payments for a recovery period of up to 90 days.

If you become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, Prudential will send payments during that additional confinement and for one additional recovery period up to 90 more days.

2. In addition to item 1, if, after the 12 month period for which you have received payments, you continue to be disabled and subsequently become confined to a hospital or institution for at least 14 days in a row, Prudential will send payments during the length of the confinement.

Prudential will not pay beyond the limited pay period as indicated above, or the maximum period of payment, whichever occurs first.

Prudential will not apply the mental illness limitation to dementia if it is a result of:

- stroke;
- trauma;
- viral infection;
- Alzheimer's disease; or
- other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other

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similar methods of treatment as standardly accepted in the practice of medicine.

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***Mental illness*** means a psychiatric or psychological condition regardless of cause. Mental illness includes but is not limited to schizophrenia, depression, manic depressive or bipolar illness, anxiety, somatization, substance related disorders and/or adjustment disorders or other conditions. These conditions are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment as standardly accepted in the practice of medicine.

***Confined or confinement*** for this section means a hospital stay of at least 8 hours per day.

***Hospital or institution*** means an accredited facility licensed to provide care and treatment for the condition causing your disability.

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## **What Disabilities Are Not Covered Under Your Plan?**

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- intentionally self-inflicted injuries;
- active participation in a riot; or
- commission of a crime for which you have been convicted under state or federal law.

Your plan does not cover a disability which:

- begins within 12 months of the date your coverage under the plan becomes effective; and
- is due to a pre-existing condition.

Your plan does not cover a disability due to war, declared or undeclared, or any act of war.

Prudential will not make a payment for any period of disability which begins while you are incarcerated as a result of a conviction.

### **What Is a Pre-Existing Condition?**

You have a pre-existing condition if:

1. You received medical treatment, consultation, care or services including diagnostic measures, took prescribed drugs or medicines, or followed treatment recommendation in the 12 months just prior to your effective date of coverage or the date an increase in benefits would otherwise be available; or
2. You had symptoms for which an ordinarily prudent person would have consulted a health care provider in the 12 months just prior to your effective date of coverage or the date an increase in benefits would otherwise be available.

### **How Does a Pre-Existing Condition Affect an Increase in Your Benefits?**

If there is an increase in your benefits due to an amendment of the plan; or your enrollment in another plan option, a

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benefit limit will apply if your disability is due to a pre-existing condition.

You will be limited to the benefits you had on the day before the increase if your disability begins during the 12 month period starting with the date the increase in benefits would have been effective. The increase will not take effect until your disability ends.

### **How Does the Pre-Existing Condition Work If You Were Covered Under Your Employer's Prior Plan?**

Special rules apply to pre-existing conditions, if this long term disability plan replaces your Employer's prior plan and:

- you were covered by that plan on the day before this plan became effective; and
- you became covered under this plan within thirty-one days of its effective date.

The special rules are:

1. If the Employer's prior plan did not have a pre-existing condition exclusion or limitation, then a pre-existing condition will not be excluded or limited under this plan.
2. If the Employer's prior plan did have a pre-existing condition exclusion or limitation, then the limited time does not end after the first 12 months of coverage. Instead it will end on the date any equivalent limit would have ended under the Employer's prior plan.

3. If the change from your Employer's prior plan to this plan of coverage would result in an increase in your amount of benefits, the benefits for your disability that is due to a pre-existing sickness or injury will not increase. Instead the benefits are limited to the amount you had on the day before the plan change.

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### **What Happens If You Return to Work Full Time and Your Disability Occurs Again?**

If you have a ***recurrent disability***, as determined by Prudential, we will treat your disability as part of your prior claim and you will not have to complete another elimination period if:

- you were continuously insured under this plan for the period between your prior claim and your current disability; and
- your recurrent disability occurs within 6 months of the end of your prior claim.

Your recurrent disability will be subject to the same terms of the plan as your prior claim. Any disability which occurs after 6 months from the date your prior claim ended will be treated as a new claim. The new claim will be subject to all of the plan provisions.

If you become covered under any other group long term disability plan, you will not be eligible for payments under the Prudential plan.

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***Recurrent disability*** means a disability which is:

- caused by a worsening in your condition; and
  - due to the same cause(s) as your prior disability for which Prudential made a Long Term Disability payment.
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# Long Term Disability Coverage

## OTHER BENEFIT FEATURES

### What Benefits Will be Provided to Your Family If You Die? (Survivor Benefit)

When Prudential receives proof that you have died, we will pay your **eligible survivor** a lump sum benefit equal to 3 months of your gross disability payment if, on the date of your death:

- your disability had continued for 180 or more consecutive days; and
- you were receiving or were entitled to receive payments under the plan.

If you have no eligible survivors, payment will be made to your estate.

However, we will first apply the survivor benefit to any overpayment which may exist on your claim.

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***Eligible survivor*** means your spouse, if living; otherwise, your children under age 25.

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# **Long Term Disability Coverage**

## **CLAIM INFORMATION**

### **When Do You Notify Prudential of a Claim?**

We encourage you to notify us of your claim as soon as possible, so that a claim decision can be made in a timely manner. Written notice of a claim should be sent within 30 days after the date your disability begins. However, you must send Prudential written proof of your claim no later than 90 days after your elimination period ends. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

The claim form is available from your Employer, or you can request a claim form from us. If you do not receive the form from Prudential within 15 days of your request, send Prudential written proof of claim without waiting for the form.

You must notify us immediately when you return to work in any capacity.

### **How Do You File a Claim?**

You and your Employer must fill out your own section of the claim form and then give it to your attending doctor. Your doctor should fill out his or her section of the form and send it directly to Prudential.

## **What Information Is Needed as Proof of Your Claim?**

Your proof of claim, provided at your expense, must show:

1. That you are under the ***regular care*** of a ***doctor***.
2. The appropriate documentation of your monthly earnings.
3. The date your disability began.
4. Appropriate documentation of the disabling disorder.
5. The extent of your disability, including restrictions and limitations preventing you from performing your regular occupation or gainful occupation.
6. The name and address of any ***hospital or institution*** where you received treatment, including all attending doctors.
7. The name and address of any doctor you have seen.

We may request that you send proof of continuing disability, satisfactory to Prudential, indicating that you are under the regular care of a doctor. This proof, provided at your expense, must be received within 30 days of a request by us.

In some cases, you will be required to give Prudential authorization to obtain additional medical information, and to provide non-medical information as part of your proof of claim, or proof of continuing disability. Prudential will deny your claim or stop sending you payments if the appropriate information is not submitted.

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**Regular care** means:

- you personally visit a doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for your disabling condition(s) by a doctor whose specialty or experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

**Doctor** means:

a person who is performing tasks that are within the limits of his or her medical license; and

- is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Prudential will not recognize any relative including, but not limited to, you, your spouse, or a child, brother, sister, or parent of you or your spouse as a doctor for a claim that you send to us.

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***Hospital or institution*** means an accredited facility licensed to provide care and treatment for the condition causing your disability.

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### **Who Will Prudential Make Payments To?**

Prudential will make payments to you.

### **What Happens If Prudential Overpays Your Claim?**

Prudential has the right to recover any overpayments due to:

- fraud;
- any error Prudential makes in processing a claim; and
- your receipt of deductible sources of income.

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Prudential will not recover more money than the amount we paid you.

### **What Are the Time Limits for Legal Proceedings?**

You can start legal action regarding your claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim is required, unless otherwise provided under federal law.

## **How Will Prudential Handle Insurance Fraud?**

Prudential wants to ensure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Prudential promises to focus on all means necessary to support fraud detection, investigation and prosecution.

In some jurisdictions, if you knowingly and with intent to defraud Prudential, file an application or a statement of claim containing any materially false information or conceal for the purpose of misleading, information concerning any fact material thereto, you commit a fraudulent insurance act, which is a crime and subjects you to criminal and civil penalties. These actions will result in denial or termination of your claim, and, where such laws apply, are subject to prosecution and punishment to the full extent under any applicable law. Prudential will pursue all appropriate legal remedies in the event of insurance fraud.

# Long Term Disability Coverage

## OTHER SERVICES

### **How Can Prudential Help Your Employer Identify and Provide Worksite Modification?**

A worksite modification might be what is needed to allow you to perform the material and substantial duties of your regular occupation with your Employer. One of our designated professionals will assist you and your Employer to identify a modification we agree is likely to help you remain at work or return to work. This agreement will be in writing and must be signed by you, your Employer and Prudential.

When this occurs, Prudential will reimburse your Employer for the cost of the modification up to the greater of:

- \$1,000; or
- the equivalent of 2 months of your monthly benefit.

This benefit is available to you on a one time only basis.

## **How Can Prudential's Social Security Claimant Assistance Program Help You With Obtaining Social Security Disability Benefits?**

Prudential can arrange for expert advice regarding your Social Security disability benefits claim and assist you with your application or appeal, if you are disabled under the plan.

Receiving Social Security disability benefits may enable:

- you to receive Medicare after 24 months of disability payments;
- you to protect your retirement benefits; and
- your family to be eligible for Social Security benefits.

We can assist you in obtaining Social Security disability benefits by:

- helping you find appropriate legal representation;
- obtaining medical and vocational evidence; and
- reimbursing pre-approved case management expenses.



# Long Term Disability Coverage

## OTHER SERVICES

### How Can Prudential's Rehabilitation Program Help You Return to Work?

Prudential has a *rehabilitation program* available.

As your file is reviewed, medical and vocational information will be analyzed to determine if rehabilitation services might help you return to work.

Once the initial review is completed by our rehabilitation program specialists working along with your doctor and other appropriate specialists, Prudential may elect to offer you and pay for a rehabilitation program. If the rehabilitation program is not developed by Prudential's rehabilitation program specialists, you must receive written approval from Prudential for the program before it begins.

The rehabilitation program may include, but is not limited to, the following services:

- coordination with your Employer to assist you to return to work;
- evaluation of adaptive equipment to allow you to work;
- vocational evaluation to determine how your disability may impact your employment options;

- job placement services;
- resume preparation;
- job seeking skills training;
- retraining for a new occupation; or
- assistance with relocation that may be part of an approved rehabilitation program.

If at any time, you decline to take part in or cooperate in a rehabilitation evaluation/assessment or program that Prudential feels is appropriate for your disability and that has been approved by your Doctor, we will cease paying your monthly benefit.

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***Rehabilitation program*** means a program designed to assist you to return to work.

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### **What Additional Benefits Are Payable When You Participate in a Rehabilitation Program ?**

Prudential will send you a rehabilitation payment each month up to the ***maximum period of rehabilitation payment*** while you are:

- receiving long term disability benefits under the plan; and
- participating in a rehabilitation program that has been approved by Prudential.

Your maximum period of rehabilitation payment is 6 months.

The monthly rehabilitation payment is equal to 5% of your monthly payment. But the monthly rehabilitation payment, together with your monthly payment, will not exceed the maximum monthly benefit.

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***Maximum period of rehabilitation payment*** means the longest period of time Prudential will make rehabilitation payments to you for any one period of disability.

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### **How Can Prudential Help You With Day Care?**

Prudential will send you a day care payment each month up to the ***maximum period of day care payment*** while you are:

- receiving long term disability benefits under the plan; and
- participating in a rehabilitation program that has been approved by Prudential.

Your maximum period of day care payment is 6 months.

The monthly day care payment is equal to the amount of your ***eligible day care expenses*** up to the maximum monthly day care amount.

Your maximum monthly day care amount is equal to \$500 times the number of ***eligible children***.

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***Maximum period of day care payment*** means the longest period of time Prudential will make day care payments to you for any one period of disability.

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***Eligible day care expenses*** are the monthly expenses you incur for the day care of your eligible children that are:

- charged by a child-care provider who is not a member of your immediate family (i.e., you, your spouse, or a child, brother, sister or parent of you or your spouse);
- documented by receipts from the child-care provider which include the child-care provider's social security number or taxpayer identification number; and
- specified in the Prudential-approved rehabilitation program as needed in order for you to participate in the program.

***Eligible children*** means your children age 12 years or under who live with you. Your children include your legally adopted children, and each of your stepchildren and foster children.

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### **How Can Prudential Help You With Spouse and Elder Care?**

Prudential will send you a spouse and elder care payment each month up to the ***maximum period of spouse and elder care payment*** while you are:

- receiving long term disability benefits under the plan; and
- participating in a rehabilitation program that has been approved by Prudential.

Your maximum period of spouse and elder care payment is 6 months.

The monthly spouse and elder care payment is equal to the amount of your **eligible spouse and elder care expenses** up to the maximum monthly spouse and elder care amount.

Your maximum monthly spouse and elder care amount is equal to \$500 times the number of **eligible family members**.

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***Maximum period of spouse and elder care payment***

means the longest period of time Prudential will make spouse and elder care payments to you for any one period of disability.

***Eligible spouse and elder care expenses*** are the monthly expenses you incur for the care of your eligible family members that are:

- charged by a licensed adult care provider who is not a member of your immediate family (i.e., you, your spouse, or a child, brother, sister or parent of you or your spouse);
- documented by receipts from the licensed adult care provider which include the provider's social security number or taxpayer identification number; and
- specified in the Prudential-approved rehabilitation program as needed in order for you to participate in the program.

***Eligible family members*** means each of the following family members who has a ***chronic illness or disability***:

- your spouse;
  - your parents and grandparents who live with you; and
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- 
- your spouse's parents and grandparents who live with you.

**Chronic illness or disability** means one in which there is:

- a loss of the ability to perform, without **substantial assistance**, at least two **activities of daily living** for a period of at least 30 consecutive days; or
- a severe **cognitive impairment**, which requires **substantial supervision** to protect the family member from threats to health and safety, for a period of at least 30 consecutive days.

**Substantial assistance** means:

- the physical assistance of another person without which the family member would not be able to perform an activity of daily living; or
- the constant presence of another person within arm's reach which is necessary to prevent, by physical intervention, injury to the family member while the family member is performing an activity of daily living.

**Activities of daily living** means:

- Bathing - washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower;
- Continence - the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel and bladder function, the ability to perform

associated personal hygiene (including caring for catheter or colostomy bag);

- Dressing - putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- Eating - feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously;
- Toileting - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
- Transferring - sufficient mobility to move into or out of a bed, chair or wheelchair or to move from place to place, either by walking, using a wheelchair or by other means.

**Cognitive impairment** means a loss or deterioration in intellectual capacity that is:

- comparable to and includes Alzheimer's disease and similar forms of irreversible dementia; and
- measured by clinical evidence and standardized tests that reliably measure impairment in the individual's short-term or long-term memory, orientation as to person, place or time; and deductive or abstract reasoning.

**Substantial supervision** means continual oversight that may include cueing by verbal prompting, gestures, or other demonstrations by another person, and which is necessary to protect the family member from threats to the family member's health or safety.

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# Glossary

**Active employment** means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours required for an Employee in that class hours per week.

Your worksite must be:

- your Employer's usual place of business;
- an alternate work site at the direction of your Employer other than your home unless clear specific expectations and duties are documented; or
- a location to which your job requires you to travel.

Normal vacation is considered active employment.

Temporary and seasonal workers are excluded from coverage.

Individuals whose employment status is being continued under a severance or termination agreement will not be considered in active employment.

**Activities of daily living** means:

- Bathing - washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower;



- Continence - the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag);
- Dressing - putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- Eating - feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously;
- Toileting - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
- Transferring - sufficient mobility to move into or out of a bed, chair or wheelchair or to move from place to place, either by walking, using a wheelchair or by other means.

***Chronic illness or disability*** means one in which there is:

- a loss of the ability to perform, without substantial assistance, at least two activities of daily living for a period of at least 30 consecutive days; or
- a severe cognitive impairment, which requires substantial supervision to protect the family member from threats to health and safety, for a period of at least 30 consecutive days.

***Cognitive impairment*** means a loss or deterioration in intellectual capacity that is:

- comparable to and includes Alzheimer's disease and similar forms of irreversible dementia; and
- measured by clinical evidence and standardized tests that reliably measure impairment in the individual's short-term or long-term memory, orientation as to person, place or time; and deductive or abstract reasoning.

**Confined or confinement** for this section means a hospital stay of at least 8 hours per day.

**Contract holder** means the Employer to whom the Group Contract is issued.

**Deductible sources of income** means income from deductible sources listed in the plan that you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

**Disability earnings** means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to your greatest extent possible as explained in the plan. Salary continuance will not be included as disability earnings since it is not payment for work performed.

**Doctor** means:

a person who is performing tasks that are within the limits of his or her medical license; and

- is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or

- is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Prudential will not recognize any relative including but not limited to you, your spouse, or a child, brother, sister, or parent of you or your spouse as a doctor for a claim that you send to us.

***Eligible children (Day Care)*** means your children age 12 years or under who live with you. Your children include your legally adopted children, and each of your stepchildren and foster children.

***Eligible day care expenses*** are the monthly expenses you incur for the day care of your eligible children that are:

- charged by a child-care provider who is not a member of your immediate family (i.e., you, your spouse, or a child, brother, sister or parent of you or your spouse);
- documented by receipts from the child-care provider which include the child-care provider's social security number or taxpayer identification number; and
- specified in the Prudential-approved rehabilitation program as needed in order for you to participate in the program.

***Eligible family members*** means each of the following family members who has a chronic illness or disability:

- your spouse;
- your parents and grandparents who live with you; and
- your spouse's parents and grandparents who live with you.

**Eligible spouse and elder care expenses** are the monthly expenses you incur for the care of your eligible family members that are:

- charged by a licensed adult care provider who is not a member of your immediate family (i.e., you, your spouse, or a child, brother, sister or parent of you or your spouse);
- documented by receipts from the licensed adult care provider which include the provider's social security number or taxpayer identification number; and
- specified in the Prudential-approved rehabilitation program as needed in order for you to participate in the program.

**Eligible survivor** means your spouse, if living; otherwise, your children under age 25.

**Elimination period** means a period of continuous disability which must be satisfied before you are eligible to receive benefits from Prudential.

**Employee** means a person who is in active employment with the Employer for the minimum hours requirement.

**Employer** means the Contract Holder, and includes any division, subsidiary or affiliate who is reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

**Employment waiting period** means the continuous period of time that you must be in a covered class before you are eligible for coverage under a plan. The period must be agreed upon by the Employer and Prudential.

**Evidence of insurability** means a statement of your medical history which Prudential will use to determine if you are approved for coverage. Evidence of Insurability will be provided at your own expense.

**Gainful occupation** means an occupation, including self employment, that is or can be expected to provide you with an income equal to at least 40% of your indexed monthly earnings within 12 months of your return to work.

**General Assembly Member** means an elected Legislator, either Senator or Representative of the House.

**Gross disability payment** means the benefit amount before Prudential subtracts deductible sources of income and disability earnings.

**Hospital or institution** means an accredited facility licensed to provide care and treatment for the condition causing your disability.

**Indexed monthly earnings** means your monthly earnings as adjusted on each July 1 provided you were disabled for all of the 12 months before that date. Your monthly earnings will be adjusted on that date by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your indexed monthly earnings may increase or remain the same, but will never decrease.

The Consumer Price Index (CPI-W) is published by the U.S. Department of Labor. Prudential reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-W.

Indexing is only used to determine your percentage of lost earnings while you are disabled and working.

***Injury*** means a bodily injury that is the direct result of an accident and not related to any other cause. Injury which occurs before you are covered under the plan will be treated as a sickness. Disability must begin while you are covered under the plan.

***Insured*** means any person covered under a coverage.

***Law, plan or act*** means the original enactment of the law, plan or act and all amendments.

***Layoff or leave of absence*** means you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by your Employer, other than for reasons in connection with any severance or termination agreement. Your normal vacation time, any period of disability or FMLA leave is not considered a temporary layoff.

***Material and substantial duties*** means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, Prudential will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

***Maximum period of day care payment*** means the longest period of time Prudential will make day care payments to you for any one period of disability.

**Maximum period of payment** means the longest period of time Prudential will make payments to you for any one disability.

**Maximum period of spouse and elder care payment** means the longest period of time Prudential will make spouse and elder care payments to you for any one period of disability.

**Mental illness** means a psychiatric or psychological condition regardless of cause. Mental illness includes but is not limited to schizophrenia, depression, manic depressive, or bipolar illness, anxiety, somatization, substance related disorders, and/or adjustment disorders or other conditions. These conditions are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment as standardly accepted in the practice of medicine.

**Monthly benefit** means the total benefit amount for which an employee is insured under this plan subject to the maximum benefit.

**Monthly earnings** means your gross monthly income from your Employer as defined in the plan.

**Monthly payment** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**Part-time basis (LTD)** means the ability to work and earn 20% or more of your indexed monthly earnings.

**Part-time General Assembly Member** means a Legislator's Secretary, a Doorkeeper, an Employee who archives bills or an Employee of the Legislative Fiscal Bureau, who is employed during the term of the Legislative Session.

**Payable claim** means a claim for which Prudential is liable under the terms of the Group Contract.

**Plan** means a line of coverage under the Group Contract.

**Pre-existing condition** means:

a condition for which you received medical treatment, consultation, care or services including diagnostic measures, took prescribed drugs or medicines or followed treatment recommendation for your condition during the given period of time as stated in the plan; or

you had symptoms for which an ordinarily prudent person would have consulted a health care provider during the given period of time as stated in the plan.

**Recurrent disability** means a disability which is:

- caused by a worsening in your condition; and
- due to the same cause(s) as your prior disability for which Prudential made a Long Term Disability payment.

**Regular care** means:

- you personally visit a doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for your disabling condition(s) by a doctor whose specialty or experience is the most appropriate for your disabling



condition(s), according to generally accepted medical standards.

**Regular occupation** means the occupation you are routinely performing when your disability occurs. Prudential will look at your occupation as it is normally performed instead of how the work tasks are performed for a specific employer or at a specific location.

**Rehabilitation program** means a program designed to assist you to return to work.

**Retirement plan** means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions.

**Sickness** means any disorder of your body or mind, but not an injury; pregnancy including abortion, miscarriage or childbirth. Disability must begin while you are covered under the plan.

**Substantial assistance** means:

- the physical assistance of another person without which one would not be able to perform an activity of daily living; or
- the constant presence of another person within arm's reach which is necessary to prevent, by physical intervention, injury to oneself while one is performing an activity of daily living.

**Substantial supervision** means continual oversight that may include cueing by verbal prompting, gestures, or other demonstrations by another person, and which is necessary to protect one from threats to one's health or safety.

***We, us, and our*** means The Prudential Insurance Company of America.

***You*** means a person who is eligible for Prudential coverage.

